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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

LANGLOIS ENTERPRISES LTD.,

Plaintiffs,

vs.

**M/V GLORY, IMO No. 9288473, her
engines, tackle, appurtenances, etc., *in
rem*, and PRIMERA SHIPPING
INCORPORATED, as Owners of the M/V
GLORY,**

Defendants.

No. _____

VERIFIED COMPLAINT
ADMIRALTY RULE B IN REM
MARITIME CLAIM

Plaintiff Langlois Enterprises Ltd. ("Plaintiff"), by and through undersigned counsel, respectfully submit their Verified Complaint against the M/V GLORY, IMO No. 9288473, her engines, tackle, appurtenances, etc., *in rem*, and Primera Shipping Incorporated as owners of the M/V GLORY, stating an admiralty and maritime claim pursuant to the admiralty jurisdiction of this Court and within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and Rules

C of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, and upon information and belief states as follows:

1. Jurisdiction is proper pursuant to 28 U.S.C. §1333, Rule 9(h) and Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. Venue is proper in this District Court pursuant to 28 U.S.C. §1391(b), because the property belonging to the Defendant, *to wit*, the M/V GLORY, IMO No. 9288473, is now located within the District of Oregon.

3. At all material times, Plaintiff Langlois Enterprises Ltd. was and is a body corporate incorporated under the law of Greece, whose place of business is Agiou Spiridonos 9, Piraeus 185 35 Greece.

4. At all times herein mentioned, Defendant Vessel M/V GLORY, (“Vessel”), was and is a vessel flagged in the Marshall Islands, IMO number 9288473.

5. At all times herein mentioned, Defendant Primera Shipping Incorporated (“Primera”) was and is a body corporate incorporated under the law of Greece, whose place of business is c/o Target Marine SA, 24, Kaningos Street, 185 34 Piraeus, Greece.

6. Plaintiff has satisfied or fulfilled any and all conditions precedent for filing this action.

FACTS

7. Plaintiff re-alleges the allegations in paragraphs 1 through 5 as if fully set forth herein.

8. Plaintiffs are charterers in this matter which arises out of the Russian invasion of the Ukraine.

9. Plaintiff entered into a time charter party agreement with Defendant wherein Plaintiff agreed to let and Defendant agreed to hire the M/V GLORY. The Charter Party Agreement and related notices and agreements, are attached hereto as Exhibit 1.

10. The Chart Party Agreement is a maritime contract.

11. The Vessel became trapped in Chornomorsk port, which resulted in Plaintiff sending Primera a Notice of Frustration on March 15 2022 advising them that the charterparty was frustrated and should come to an end. Primera did not accept that the charterparty was frustrated.

12. Plaintiff advised Primera in their March 15 2022 Notice that they would be willing in principle, for the time being and at their discretion, to consider making certain payments of sums equivalent to those which would be payable if the charterparty remained in force but only on the basis that Primera confirmed that they would:

- a. reimburse Plaintiff all sums paid to them after either an agreed date of frustration or a date of frustration as determined by an Arbitration Tribunal; and
- b. agree that by making payment to Primera, Plaintiff will not be precluded from asserting frustration.

13. Primera confirmed this by email on March 17, 2022.

14. Primera commenced London arbitration, consistent with the terms of the Charter Party Agreement, claiming that they are due USD 3,201,093 in hire, because the charter was not frustrated.

15. Plaintiff has asserted a counter-claim in that same arbitration, seeking reimbursement of the sums Plaintiff paid Primera in hire post-frustration in accord with the

agreement between the parties outlined above. Plaintiff's total counter-claim is for USD 3,156,689.70.

**APPLICATION FOR ATTACHMENT UNDER SUPPLEMENTAL ADMIRALTY
RULE B**

1. Plaintiff restates and re-alleges each and every allegation contained in the above foregoing Verified Complaint.

2. Plaintiff's claim for breach of the charter party agreement is a maritime claim.

3. This is an ancillary proceeding, brought in order to obtain jurisdiction over Defendant to obtain security for Plaintiff's claims in aid of a London arbitration proceeding.

4. Plaintiff expects to recover at least USD 3,156,689.70 in arbitration from Defendant—interest, costs, and fees will likely push the award higher.

5. Therefore, Plaintiff's total claim for breach of the charter party, plus applicable interest, costs, and fees in the aggregate estimated in good faith to be no less than **USD 3,300,000.**

6. Defendant is not present and cannot be found in the District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Law Claims. *Attached hereto is a true and correct copy of the Declaration of David R. Boyajian as Exhibit 2.*

7. Notwithstanding, the Defendant has or will have within the District tangible or intangible personal property including assets, accounts, freights, monies, charter hire, credits, effects, payments, goods or services, bills of lading, cargo and the like, which is subject to attachment as security for Plaintiff's claims.

8. The M/V GLORY is tangible physical property of said Defendant, and that Vessel along with any tangible and/or intangible property located onboard which is owned by Defendant Primera are subject to attachment as security for Plaintiff's maritime claims.

WHEREFORE PREMISES CONSIDERED, Plaintiff prays as follows:

A. That process in due form of law, according to the practice of this Honorable Court

in matters of admiralty and maritime jurisdiction be issued against Defendant and said Defendant be cited to appear and answer the allegations of this Verified Complaint;

B. That if Defendant cannot be found within this district, then all of its respective tangible or intangible property within this district, including physical property, or any property in which Defendant has an interest, such as debts, obligations, credits, effects, or property of any kind belonging to, claimed by, or held for the benefit of, the Defendant, be attached and seized, including but not limited to the M/V GLORY, pursuant to Supplemental Admiralty Rule B for Certain Admiralty and Maritime Claims;

C. That if Defendant fails to appear and answer this matter once property has been attached and notice and service of same provided consistent with the Federal Rules of Civil Procedure and the Supplemental Admiralty Rules, that judgment be entered against the Defendant in the sum of **\$3,300,000**, plus interest and costs, and the proceeds of the assets attached be applied in satisfaction thereof;

D. That the Court grant Plaintiff such other and further relief as it deems just, equitable and proper.

Dated this 10th day of June, 2024.

Respectfully submitted,

SCHWABE, WILLIAMSON & WYATT, P.C.

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